

HANDLING EQUIP. NJ
 W-STEET
 NJ 08837
) 738-9200



INVOICE NO.

330-07402

PAGE 1

SOLD TO: GIANT BATTERY
 62-64 VINCENT CIRCLE
 IVYLAND PA 18974

SHIP TO: GIANT BATTERY
 62-64 VINCENT CIRCLE
 IVYLAND PA 18974

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178
 PLEASE LIST INVOICE NUMBER ON CHECK

CT REP# 43478

DATE	CUSTOMER #	CUSTOMER ORDER #	ORDERED BY	SHIP VIA	PU	EMP #	SLS #
/29/01	63839	LN561947/22	GM RENTA STEVE SMITH	DIRECT		36310	300
QTY ORDERED	B/O	QTY SHIPPED	PART#	MFG	DESCRIPTION	UNIT PRICE	AMOUNT

** RE-PRINT **

10		7	PR376188-002		GM BATTERY	6633.60	46435.20
			BATTERY RENTAL				
10		7	PR376188-001		GM BATTERY	7278.20	50954.40
			GM BATTERIES				

GIANT BATTERY BILLED GM FOR THESE ON GM555768.

SUB-TOTAL 97389.60

COMPANY NOT REGISTERED TO COLLECT PA SALES TAX. REMIT SALE
 TAX DIRECTLY TO THE APPROPRIATE PA STATE TAX DEPARTMENT

TOTAL AMT 97389.60

BY _____

MINIMUM BILLING: \$15.00

RMS: Net due on receipt of invoice - No discount allowed.
 Service charge of 1% per month (12% per annum) will be charged on past due accounts.
 Returns accepted without prior approval. A handling/restocking charge will be deducted from all returns.
 Discrepancies must be reported within 5 days of receipt of shipment.
 Applicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

INV-F 11/20/96 PA

:CHARGE

IF INVOICE IS PAID AFTER
 6/28/01

PLEASE PAY THIS AMOUNT
 98363.50

EDISON NJ 08837
(732) 738-9200



333-25189

PAGE

SOLD TO: GIANT BATTERY
62-64 VINCENT CIRCLE
ATTN: STEVE SMITH
IVYLAND PA 18974

SHIP TO: FOR: GENERAL MOTORS
90 LNB64334
LINDEN NJ

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178
PLEASE LIST INVOICE NUMBER ON CHECK

WHOLEGOOD ORDER# 39380

DATE 6/19/01 CUSTOMER # 83839 CUSTOMER ORDER # VIA FAX 6/12/01 ORDERED BY STEVE SMITH SHIP VIA PU EMP # 33510 SLS # 30

QTY ORDERED	B/O	QTY SHIPPED	MODEL#	MFG	DESCRIPTION	UNIT PRICE	AMOUNT
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1114S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1113S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1112S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1111S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1110S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01D1109S		
1		1	SCR100-24-750T1Z	GNB	CHARGER 48 VOLTS SERIAL#: 01B0336S		

*** CONTINUED ***

BY _____

NIMUM BILLING: \$15.00

TERMS: Net due on receipt of invoice - No discount allowed.

service charge of 1% per month (12% per annum) will be charged on past due accounts.

returns accepted without prior approval. A handling/restocking charge will be deducted from all returns.

discrepancies must be reported within 5 days of receipt of shipment.

Applicable Sales, Use or Excise Taxes are payable by purchaser in addition to the prices stated herein.

PINV-F 11/20/96 P4

FILE COPY

MODERN HANDLING EQUIP. NJ
75 NEW STREET
EDISON NJ 08837
(732) 738-9200



INVOICE NO.

333-25189

PAGE

SOLD TO: GIANT BATTERY
62-64 VINCENT CIRCLE
ATTN: STEVE SMITH
IVYLAND PA 18974

SHIP TO: FOR: GENERAL MOTORS
90 LNS64354
LINDEN NJ

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178

WHOLEGOOD ORDER# 39380

PLEASE LIST INVOICE NUMBER ON CHECK

DATE	CUSTOMER #	CUSTOMER ORDER #	ORDERED BY	SHIP VIA	PU	EMP #	SLS #
6/19/01	63839	VIA FAX 6/12/01	STEVE SMITH			33510	30

QTY ORDERED	B/O	QTY SHIPPED	MODEL#	MFG	DESCRIPTION	UNIT PRICE	AMOUNT
1		1	SCR100-24-750T1Z	GMB	CHARGER 48 VOLTS SERIAL#: 01B0335S		
1		1	SCR100-24-750T1Z	GMB	CHARGER 48 VOLTS SERIAL#: 01B1102S		
1		1	SCR100-24-750T1Z	GMB	CHARGER 48 VOLTS SERIAL#: 01B1103S		
1		1	SCR100-24-750T1Z	GMB	CHARGER 48 VOLTS SERIAL#: 01B1101S		
1		1	SCR100-24-750T1Z	GMB	CHARGER 48 VOLTS SERIAL#: 01C1303S		

IF YOU HAVE ANY QUESTIONS ON THIS INVOICE PLEASE CALL
KAREN BEESE @ 732-738-9200 EXT 1120.

FOR CHARGERS THAT WERE SENT TO GENERAL MOTORS ON 6/6/01
PO #LNS64354

WE APPRECIATE YOUR PROMPT PAYMENT

SUB-TOTAL 26076.00

NEW JERSEY

6.000% STATE TAX 1564.56
TOTAL AMT 27640.56

EC. BY

MINIMUM BILLING: \$15.00

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RPINV-F 11/20/96 P4

FILE COPY

CHARGE#

IF INVOICE IS PAID AFTER
7/19/01

PLEASE PAY THIS AMOUNT
27916.97

EXHIBIT B

GENERAL TERMS AND CONDITIONS

The following terms apply unless specifically modified in writing signed by Modern or unless otherwise stated on the front side hereof.

DEFINITIONS: "Modern" means the company whose name is printed in the upper left hand corner of the front of this form. "Equipment" means the goods and services described on the front of this form under "DESCRIPTION". "Buyer" means the Buyer of the Equipment, if this form is used as a "Sales Order." "Vendor" means the vendor to Modern of the Equipment, if this form is used as a Purchase Order or Change Order. "Subcontractor" means subcontractor installing the Equipment, if this form is used as an Installation Contract.

TAXES: Under Sales Orders, Buyer is responsible for payment of any excise, privilege, sales, or similar taxes, whether federal, state, or local, on the sale by Modern of the Equipment to Buyer, whether or not such taxes are included in the price stated on the front side hereof.

PAYMENT: Payment on Sales Orders shall be made as stated on the front of this form without any retention, offsets, back charges or other withholding. Deposits will not be refunded unless specified otherwise.

SHIPMENT: On Sales Orders, Equipment will be shipped F.O.B. point of origin, with freight collect or prepaid, as stated on the front of this form. Delivery to the carrier shall constitute delivery to Buyer for all purposes. For Purchase Orders (including Change Orders) freight terms will be as stated on the front side of this form.

WARRANTY: On Sales Orders for new Equipment, the only warranty to Buyer is that of the manufacturer. Modern offers no additional warranty. For used Equipment or for modifications made

by Modern to Equipment, and any warranty will be only as stated on the front of this form. Modern makes no other warranties, express or implied, with respect to any Equipment purchased or serviced hereunder and Buyer hereby acknowledges that there has been no reliance on any statements or representations, except as specifically set forth on the front hereof.

FORCE MAJEURE: Modern is not liable for any delay or failure to deliver the Equipment due to causes beyond Modern's control, including, but not limited to, acts of God, fires, strikes, lockouts, floods, government laws, regulations, embargoes, shortages of material, components, or labor disputes, change of design, or discontinuances of manufacture. Any delivery dates stated on the front side of this form shall be extended by the time resulting from any such delay.

AGENCY: Buyer, if this is a Sales Order, acknowledges that Modern is a distributor, and is not the manufacturer of the Equipment or its agent.

CONSEQUENTIAL DAMAGES: Modern shall not be responsible for any incidental or consequential damages caused by Equipment purchased hereunder malfunctioning or by any delays or failures to make delivery as set forth on the front side of this form or to provide Buyer with a replacement for any such Equipment.

RESPONSIBILITY FOR INJURIES AND INDEMNIFICATIONS: Any Buyer, Vendor, or Subcontractor hereunder shall indemnify and hold harmless Modern from all losses, costs, and expenses, including attorneys' fees, arising from any claims of personal injury, death, or property damage in connection with any Equipment sold hereunder, caused by any act or omission of any such Buyer, Vendor, or Subcontractor, or any of its agents, and/or employees.

**IN PENNSYLVANIA:**

ALLENTOWN, PA (1) (4)
6352 Chapman Rd., P.O. Box 3230
(800) 222-3321

BRISTOL, PA (1)
2501 Durham Road
(800) 223-3827

BRISTOL, PA (4)
5790 Rt. 13
(800) 808-0504

HARRISBURG, PA (1)
932 S. 13th Street
(800) 637-3021

HAVERTOWN, PA (4)
120 W. Eagle Road
(800) 808-0503

LANCASTER, PA (1) (4)
1207 Manheim Pike
(800) 289-9362

LANSDOWNE, PA (4)
53 N. Union Avenue
(800) 808-0507

READING, PA (1)
2021 Centre Avenue
(800) 666-5666

WEST CHESTER (4)
868 Lincoln Avenue
(800) 466-3152

W. CONSHOHOCKEN, PA (4)
1165 Matsonford Road
(800) 445-4381

WILKES-BARRE, PA (1)
295 New Commerce Blvd.
(800) 698-7090

WILLIAMSPORT, PA (1)
2605 Reach Road
(800) 820-2851

UWCHLAND, PA (1)
E. Township Line Rd. & Senn Dr.
(800) 790-9007

YORK, PA (1)
3480 Board Road
(800) 233-9417

(1) MODERN HANDLING EQUIPMENT CO.
(2) SEELY EQUIPMENT AND SUPPLY CO.
(3) MODERN HANDLING EQUIPMENT OF NJ
(4) MODERN EQUIPMENT SALES & RENTALS

IN NEW JERSEY:

EDISON, NJ (3)
75 New Street
(800) 846-5840

EDISON, NJ (4)
184 Whitman Ave.
(800) 738-2977

MERCERVILLE, NJ (4)
2035 Nottingham Way
(800) 808-0603

HASBROUCK HGTS, NJ (3) (4)
112-128 Rt. 17
(800) 233-0197

HIGHTSTOWN, NJ (4)
909 Rt. 130 North
(800) 808-0601

NORTHFIELD, NJ (4)
2101 New Road
(800) 808-0602

WALL, NJ (2) (4)
1325 Highway 34
(800) 866-0156

IN DELAWARE:

NEW CASTLE, DE (1)
66A Southgate Blvd.
(800) 452-7800

WILMINGTON, DE (4)
24 Brookside Drive
(800) 227-2525

IN MARYLAND:

BALTIMORE, MD (4)
7667 Pulaski Highway
(800) 841-3130

EXHIBIT C

ERR HANDLING EQUIP. NJ
NEW STREET
508-222-0200
21-222-0200

08837



INVOICE NO.

330-06136

PAGE 1

SOLD TO: GIANT BATTERY
62-64 VINCENT CIRCLE
IVYLAND PA 18974

SHIP TO: GIANT BATTERY
62-64 VINCENT CIRCLE
IVYLAND PA 18974

MAIL PAYMENTS TO: P O BOX 8500 (S1715) PHILADELPHIA, PA. 19178
PLEASE LIST INVOICE NUMBER ON CHECK

CT REF# 45320

DATE	CUSTOMER #	VERBAL	CUSTOMER ORDER #	ORDERED BY	SHIP VIA	PU	EXP #	SL #
5/03/01	63839			STEVE SMITH	U.P.S		39950	300
QTY ORDERED	B/O	QTY SHIPPED	PART#	MFG	DESCRIPTION	UNIT PRICE	AMOUNT	
1		1	271897		DRIVER	38.02	38.02	
1		1	371537	REPL 840382	COIL	47.85	47.85	

SUB-TOTAL 85.87

INCOMING FRT 10.13

COMPANY NOT REGISTERED TO COLLECT PA SALES TAX. REMIT SALE
TAX DIRECTLY TO THE APPROPRIATE PA STATE TAX DEPARTMENT

TOTAL AMT 96.00

REC. BY

MINIMUM BILLING: \$15.00

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GRPINV-F 11/20/96 P4

FILE COPY

CHARGE

IF INVOICE IS PAID AFTER
6/02/01PLEASE PAY THIS AMOUNT
96.96

